

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CENTRUE BANK,)
)
Plaintiff,)
)
v.) No. 4:10CV16 TIA
)
GOLF DISCOUNT OF ST. LOUIS, INC.,)
et al.,)
)
Defendants.)

DEFAULT JUDGMENT

This matter is before the Court on Plaintiff Centrue Bank's ("Centrue") motion for default judgment against Defendants Golf Discount of St. Louis, Inc.; Martin City Golf Complex, Inc.; Mid-Rivers Golf Complex, Inc.; Story & Associates, L.P.; DSB, LLC; and Mesa Golf Center, LLC. The parties consented to the jurisdiction of the undersigned pursuant to 28 U.S.C. § 636(c).

On January 6, 2010, Centrue filed a complaint against Defendants to recover on notes executed by Defendants Golf Discount of St. Louis, Inc.; Martin City Golf Complex, Inc.; Mid-Rivers Golf Complex, Inc.; Story & Associates, L.P.; DSB, LLC and guaranteed by Defendant Mesa Golf Center. On January 12, 2010, the Court appointed a receiver to manage Defendants' affairs. Throughout the course of this litigation, the undersigned approved sales of Defendants' assets to satisfy the notes.

Defendants never filed a response to the complaint, and Centrue filed a motion for entry of clerk's default pursuant to Federal Rule of Civil Procedure 55(a) on March 18, 2012. The Clerk of the Court granted the motion and filed a Clerk's Entry of Default on April 3, 2012.

On July 10, 2012, Centrue filed the present Application for Default Judgment Pursuant to Fed. R. Civ. P. 55(b), requesting judgment in the amount of \$4,975,615.01 plus costs, interest to accrue on said judgment at the rate of \$599.32 per diem from and after July 6, 2012. Defendants did not file a response to Centrue's motion. In support of the motion for default judgment, Scott Dallman, Senior Vice President of Centrue, filed an Affidavit in Support of Default Judgment indicating that, after liquidating inventory and crediting property sales against the loan balances, the remaining principle balance and accrued interest on the defaulted notes was \$4,743,619.82. (Dallman Aff. in Support ¶¶ 7-20, ECF No. 114-1) Interest continued to accrue at the rate of 6% per annum. In addition, expenses recoverable under the terms of the Loan Documents, including legal fees, totaled \$231,995.19. (Id. at ¶¶ 22-23)

Centrue also submitted the affidavit of its attorney, Wendi Alper-Pressman, regarding the amount of attorneys fees and costs. (Alper-Pressman Aff., ECF No. 114-2) At the request of the Court, Centrue filed detailed itemizations of attorneys' and paralegals' time and costs in support of its motion for attorneys' fees. The time included 361.40 hours of attorney time and 17.2 hours of paralegal time totaling \$114,829.50. (Id. at ¶ 11) In addition, expenses for photocopies, depositions, online legal research, and courier services were invoiced to Centrue bank at the sum of \$6,336.98. (Id. at ¶ 12) Based on the evidence submitted, the Court finds that the services performed by Centrue's attorneys were reasonable and necessary to the litigation of this case, that the hourly rates were reasonable, and that the amount sought is therefore reasonable.

Accordingly,

IT IS HEREBY ORDERED that Plaintiff Centrue Bank's Application for Default Judgment Pursuant to Fed. R. Civ. P. 55(b) (Doc. No. 114) is **GRANTED**.

IT IS FURTHER ORDERED that pursuant to Federal Rule of Civil Procedure 55(b)(2) judgment by default is entered in favor of Plaintiff Centrue Bank and against Defendants Golf Discount of St. Louis, Inc.; Martin City Golf Complex, Inc.; Mid-Rivers Golf Complex, Inc.; Story & Associates, L.P.; DSB, LLC; and Mesa Golf Center, LLC for a total of Four Million Eight Hundred Fifty-Four Thousand Four Hundred Forty-Eight Dollars and Fifty-Three Cents (\$4,854,448.53) in principal and interest through July 6, 2012, as well as expenses in connection with the preservation and disposition of the collateral and collection of the loans, plus attorneys fees and costs in the amount of One Hundred Twenty-One Thousand One Hundred Sixty-Six Dollars and Forty-Eight Cents (\$121,166.48) for a total of Four Million Nine Hundred Seventy-Five Thousand Six Hundred Fifteen Dollars and One Cent (\$4,975,615.01), plus interest accruing at the rate of Five Hundred Ninety-Nine Dollars and Thirty-Two Cents (\$599.32) per diem from and after July 6, 2012 until paid in full.

/s/ Terry I. Adelman
UNITED STATES MAGISTRATE JUDGE

Dated this 13th day of December, 2012.